

NOTICE

You will note that the enclosed complaint has a Notice of Hearing for a specific date. Please compare that date now with your calendar and those of your parties and witnesses, for current conflicts. Requests for a brief postponement made within 10 days of complaint issuance will normally be honored. If no such request for a postponement is made to the undersigned, it will be assumed that no party has any objections to the hearing date. Thereafter, it can be assumed that any postponement requests will be denied by the undersigned (or resisted before an Administrative Law Judge), absent truly unforeseeable and unpreventable conflicts that arose following the ten-day period. In this regard, Board hearing dates are not considered to be subordinate to other social, business, or legal interests of the parties that may thereafter arise. Postponement requests for "settlement negotiations" are ordinarily denied (or resisted).

Any postponement request must be made in writing and give (a) the reason for the request; (b) the opposing party's position on postponement; and (c) suggested alternative dates of the requester and opposing party.


George Velastegui
Regional Director

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 32**

**TAYLOR FARMS PACIFIC, INC.,
ABEL MENDOZA, INC.,
SLINGSHOT CONNECTIONS, LLC,
TAYLOR FARMS PACIFIC, INC. AND ABEL
MENDOZA, INC., A JOINT EMPLOYER,
TAYLOR FARMS PACIFIC, INC. AND
SLINGSHOT CONNECTIONS, LLC, A JOINT
EMPLOYER**

and

**CANNERY, WAREHOUSEMEN, FOOD
PROCESSORS, DRIVERS AND HELPERS,
LOCAL UNION NO. 601, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

**Cases: 32-CA-116582
32-CA-116590
32-CA-116854
32-CA-117660
32-CA-118739
32-CA-120079
32-CA-122787
32-CA-123277
32-CA-123920
32-CA-126460
32-CA-126474
32-CA-126583
32-CA-129265
32-CA-131954
32-CA-142740
32-CA-144618
32-CA-147098**

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 32-32-CA-116582, 32-CA-116590, 32-CA-116854, 32-CA-117660, 32-CA-118739, 32-CA-120079, 32-CA-122787, 32-CA-123277, 32-CA-123920, 32-CA-126460, 32-CA-126474, 32-CA-126583, 32-CA-129265, 32-CA-131954, 32-CA-142740, 32-CA-144618, and 32-CA-147098, which are based on charges filed by CANNERY, WAREHOUSEMEN, FOOD PROCESSORS, DRIVERS AND HELPERS, LOCAL UNION NO. 601, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (the Union), against TAYLOR FARMS PACIFIC, INC.

(RESPONDENT TFP); ABEL MENDOZA, INC. (RESPONDENT AMI) and/or SLINGSHOT CONNECTIONS, LLC (RESPONDENT SS), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent TFP, Respondent TFP and Respondent AMI, a joint employer (Respondent TFP/AMI), Respondent TFP and Respondent SS, a joint employer (Respondent TFP/SS), Respondent AMI, and Respondent SS have violated the Act as described below.

1.

(a) The charge in Case 32-CA-116582 was filed by the Union on November 5, 2013, and a copy was served on Respondent TFP by regular mail on November 7, 2013.

(b) The charge in Case 32-CA-116590 was filed by the Union on November 5, 2013, and copies were served on Respondent TFP by regular mail on November 7, 2013, and on Respondent AMI by regular mail on November 21, 2013.

(c) The original charge in Case 32-CA-116854 was filed by the Union on November 12, 2013, and copies were served on Respondent TFP, Respondent AMI, and Respondent SS by regular mail on November 21, 2013.

(d) The first-amended charge in Case 32-CA-116854 was filed on June 6, 2014, and a copy was served on Respondent TFP, Respondent AMI, and Respondent SS that same date.

(e) The charge in Case 32-CA-117660 was filed by the Union on November 22, 2013, and copies were served on Respondent TFP and on Respondent AMI by regular mail on November 22, 2013.

(f) The charge in Case 32-CA-118739 was filed by the Union on December 10, 2013, and copies were served on Respondent TFP by regular mail on December 11, 2013, and Respondent AMI by regular mail on December 13, 2013.

(g) The charge in Case 32-CA-120079 was filed by the Union on January 6, 2014, and copies were served on Respondent TFP and Respondent AMI by regular mail on January 7, 2014.

(h) The original charge in Case 32-CA-122787 was filed by the Union on February 18, 2014, and a copy was served on Respondent TFP and Respondent AMI by regular mail on February 19, 2014.

(i) The first-amended charge in Case 32-CA-122787 was filed by the Union on March 19, 2014, and copies were served on Respondent TFP and Respondent SS by regular mail on March 20, 2014.

(j) The original charge in Case 32-CA-123277 was filed by the Union on February 26, 2014, and a copy was served on Respondent TFP by regular mail on February 27, 2014.

(k) The first-amended charge in Case 32-CA-123277 was filed by the Union on March 25, 2014, and a copy was served on Respondent TFP by regular mail on March 25, 2014.

(l) The original charge in Case 32-CA-123920 was filed by the Union on March 5, 2014, and a copy was served on Respondent TFP by regular mail on March 7, 2014.

(m) The first-amended charge in Case 32-CA-123920 was filed by the Union on March 25, 2014, and a copy was served on Respondent TFP by regular mail on March 26, 2014.

(n) The charge in Case 32-CA-126460 was filed by the Union on April 11, 2014, and copies were served on Respondent TFP, Respondent AMI, and Respondent SS by regular mail on April 14, 2014.

(o) The charge in Case 32-CA-126474 was filed by the Union on April 11, 2014, and copies were served on Respondent TFP, Respondent AMI, and Respondent SS by regular mail on April 14, 2014.

(p) The charge in Case 32-CA-126583 was filed by the Union on April 11, 2014, and copies were served on Respondent TFP, Respondent AMI, and Respondent SS by regular mail on April 15, 2014.

(q) The charge in Case 32-CA-129265 was filed by the Union on May 22, 2014, and copies were served on Respondent TFP, Respondent AMI, and Respondent SS by regular mail on May 23, 2014.

(r) The charge in Case 32-CA-131954 was filed by the Union on July 1, 2014, and copies were served on Respondent TFP, Respondent AMI, and Respondent SS by regular mail on July 1, 2014.

(s) The charge in Case 32-CA-142740 was filed by the Union on December 10, 2014, and copies were served on Respondent TFP, Respondent AMI, and Respondent SS by regular mail on December 12, 2014.

(t) The charge in Case 32-CA-144618 was filed by the Union on January 16, 2015, and copies were served on Respondent TFP, Respondent AMI, and Respondent SS by regular mail on January 20, 2015.

(u) The charge in Case 32-CA-147098 was filed by the Union on February 25, 2015, and copies were served on Respondent TFP, Respondent AMI, and Respondent SS by regular mail on February 26, 2015.

2.

(a) At all material times, Respondent TFP has been a Delaware corporation with facilities located at 1820 N. MacArthur Drive (the MacArthur Facility), 24500 S. MacArthur

Drive (the S. MacArthur Facility), and 100 W. Valpico Road (the Valpico Facility) in Tracy, California (collectively the Facilities), where it has been engaged in the processing and distribution of value-added fruit and vegetable products.

(b) During the past calendar year, Respondent TFP has sold and shipped goods valued in excess of \$50,000 directly to customers located outside the State of California.

(c) At all material times, Respondent TFP has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3.

(a) At all material times, Respondent AMI has been a California corporation with a principal office in Tracy, California, where it has been engaged in business as an employment/staffing agency.

(b) During the past calendar year, Respondent AMI provided services valued in excess of \$50,000 to Respondent TFP at the Facilities.

(c) At all material times, Respondent AMI has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4.

(a) At all material times, Respondent SS has been a California limited liability corporation with a principal location in San Jose, California, where it has been engaged in business as an employment/staffing agency.

(b) During the past calendar year, Respondent SS provided services valued in excess of \$50,000 to Respondent TFP at the Facilities.

(c) At all material times, Respondent SS has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5.

(a) At all material times, Respondent TFP and Respondent AMI have been in a business relationship pursuant to which Respondent AMI provides employees to perform work for Respondent TFP at the Facilities.

(b) At all material times, Respondent TFP has possessed and exercised control over the labor relations policy of Respondent AMI's employees working at the Facilities, and/or administered a common labor policy with Respondent AMI with respect to Respondent AMI's employees working at the Facilities.

(c) At all material times, Respondent TFP and Respondent AMI (Respondent TFP/AMI) have been a joint employer of Respondent AMI's employees working at the Facilities.

(d) At all material times, Respondent TFP/AMI has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

6.

(a) At all material times, Respondent TFP and Respondent SS have been in a business relationship pursuant to which Respondent SS provides employees to perform work for Respondent TFP at the Facilities.

(b) At all material times, Respondent TFP has possessed and exercised control over the labor relations policy of Respondent SS's employees working at the Facilities, and/or administered a common labor policy with Respondent SS with respect to Respondent SS's employees working at the Facilities.

(c) At all material times, Respondent TFP and Respondent SS (Respondent TFP/SS) have been a joint employer of Respondent SS's employees working at the Facilities.

(d) At all material times, Respondent TFP/SS has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act

7.

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

8.

(a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent TFP within the meaning of Section 2(11) of the Act and/or agents of Respondent TFP within the meaning of Section 2(13) of the Act):

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) At all material times, the individuals named above in paragraph 8(a) have been supervisors of Respondent TFP/AMI within the meaning of Section 2(11) of the Act and/or agents of Respondent TFP/AMI within the meaning of Section 2(13) of the Act.

(c) At all material times, the individuals named above in paragraph 8(a) have been supervisors of Respondent TFP/SS within the meaning of Section 2(11) of the Act and/or agents of Respondent TFP/SS within the meaning of Section 2(13) of the Act.

9.

(a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent AMI within the meaning of Section 2(11) of the Act and/or agents of Respondent AMI within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) At all material times, the individuals named above in paragraph 9(a) have been supervisors of TFP/AMI within the meaning of Section 2(11) of the Act and/or agents of TFP/AMI within the meaning of Section 2(13) of the Act.

10.

(a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent SS within the meaning of Section 2(11) of the Act and/or agents of Respondent SS within the meaning of Section 2(13) of the Act):

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) At all material times, the individuals named above in paragraph 10(a) have been supervisors of Respondent TFP/SS within the meaning of Section 2(11) of the Act and/or agents of Respondent TFP/SS within the meaning of Section 2(13) of the Act.

11.

Respondent TFP, about:

(a) October, November, and December 2013, at the Facilities, distributed flyers to Respondent TFP, Respondent AMI, and Respondent SS employees which (1) threatened them with plant closure and/or job loss if they selected the Union to be their collective-bargaining representative; (2) threatened them with plant closure and/or job loss if the Union's campaign caused Respondent TFP to lose customers; and (3) threatened them that if employees selected the Union as their collective-bargaining representative it will be easier to terminate any employee because the supervisors will document any violation of company rules.

(b) October 2013, by (b) (6), (b) (7)(C) at the MacArthur Facility, directed Respondent TFP employees to engage in anti-Union activities.

(c) October 2013, by (b) (6), (b) (7)(C) at the MacArthur Facility, interrogated a Respondent TFP employee concerning the employee's sentiments toward and support for the Union.

(d) October 2013, by (b) (6), (b) (7)(C), interrogated Respondent AMI employees regarding their sentiments toward and support for the Union and about other employees' sentiments toward and support for the Union.

(e) October 2013, by (b) (6), (b) (7)(C) at the Valpico Facility, told a Respondent TFP employee not to discuss the Union with other employees.

(f) October 2013, by (b) (6), (b) (7)(C) at the MacArthur Facility, interrogated a Respondent AMI employee concerning the employee's and other employees' Union activities and told the employee that employees' selection of the Union to be their collective-bargaining representative could affect the employee's job security.

(g) October 30, 2013, by (b) (6), (b) (7)(C) at the Valpico facility, interrogated a Respondent AMI employee concerning the employee's activities on behalf of the Union.

(h) Late October/early November 2013, by (b) (6), (b) (7)(C) at the Valpico Facility, told a Respondent SS employee that another employee's Union activities would cause that other employee to lose (b) (6), (b) (7)(C) job.

(i) Late October/early November 2013, by (b) (6), (b) (7)(C) at the MacArthur Facility, in the presence of Respondent AMI (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), threatened Respondent AMI employees with plant closure and/or loss of employment if employees selected the Union to be their collective-bargaining representative.

(j) November 2013, by (b) (6), (b) (7)(C) at the Valpico Facility, told Respondent TFP employees that their selection of the Union to be their collective bargaining representative would require the Respondent AMI and Respondent SS employees working at the Facilities to become employees of Respondent TFP and subject them to possible loss of employment because of Respondent TFP's use of E-Verify.

(k) Early November 2013, by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) at the MacArthur Facility, told a Respondent AMI employee not to encourage other employees to support the Union.

(l) Mid-November 2013, by (b) (6), (b) (7)(C) at the MacArthur Facility, surveilled Respondent TFP, Respondent AMI, and Respondent SS employees' Union activities.

(m) November 2013, at the Facilities, gave \$20 Thanksgiving gift cards to Respondent AMI and Respondent SS employees in order to discourage their support of the Union.

(n) December 2013, by (b) (6), (b) (7)(C), at the Valpico Facility, threatened Respondent TFP employees with plant closure and/or loss of employment if they selected the Union to be their collective-bargaining representative.

(o) December 2013, at the Facilities, began enforcing a previously-unenforced Respondent TFP rule banning the wearing of stickers on helmets and clothing against Respondent TPF, Respondent AMI, and Respondent SS employees by prohibiting them from wearing stickers with Union insignia in response to employees' activities on behalf of the Union.

(p) Mid-December 2013, at the MacArthur Facility, polled and/or interrogated Respondent TFP, Respondent AMI, and Respondent SS employees concerning their support of the Union by offering them pro-company T-shirts and asking them to attend an anti-Union rally.

(q) Mid-December 2013, by (b) (6), (b) (7)(C) at the MacArthur Facility, threatened Respondent TFP, Respondent AMI, and Respondent SS employees with plant closure and/or loss of employment if employees selected the Union to be their collective-bargaining representative.

(r) Mid-December 2013, by (b) (6), (b) (7)(C) at the MacArthur Facility, threatened a Respondent TFP employee with plant closure and/or loss of employment if employees selected the Union to be their collective-bargaining representative.

(s) January 2014, by (b) (6), (b) (7)(C), at the MacArthur Facility, told a Respondent SS employee not to talk to another employee who was a known Union supporter because (b) (6), (b) (7)(C) was trying to start a union.

(t) Late January 2014, by (b) (6), (b) (7)(C), at the MacArthur Facility, interrogated a Respondent SS employee concerning the employee's Union activities.

(u) February 2014, by (b) (6), (b) (7)(C) at the MacArthur Facility, told a Respondent SS employee that the employee was not being promoted to (b) (6), (b) (7)(C) position because of the employee's Union and/or other protected concerted activities.

(v) March 2014, by (b) (6), (b) (7)(C), at employee meetings held at the MacArthur Facility and the Valpico Facility, threatened Respondent TFP, Respondent AMI, and Respondent SS employees that their selection of the Union to be their collective-bargaining representative would result in plant closure, job loss, and/or loss of employment because of E-Verify.

(w) March 2014, by (b) (6), (b) (7)(C) at an employee meeting held at the Valpico Facility, threatened Respondent TFP, Respondent AMI, and Respondent SS employees that their selection of the Union to be their collective-bargaining representative would result in closure of the Facilities.

(x) June 12, 2014, by its Security Guards, at the MacArthur Facility, surveilled Respondent TFP, Respondent AMI, and Respondent SS employees' Union activities.

12.

(a) (b) (6), (b) (7)(C) 2013, Respondent TFP suspended its employee (b) (6), (b) (7)(C).

(b) (b) (6), (b) (7)(C) 2014, Respondent TFP failed to promote Respondent SS employee (b) (6), (b) (7)(C) to the position of (b) (6), (b) (7)(C)

(c) About (b) (6), (b) (7)(C), 2014, Respondent TFP terminated its employee (b) (6), (b) (7)(C)

(d) Respondent TFP engaged in the conduct described above in paragraphs 12(a), 12(b), and 12(c) because the employees named therein joined or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

13.

Respondent TFP/AMI, about:

(a) October, November, and December 2013, at the Facilities, distributed flyers to Respondent AMI employees which (1) threatened them with plant closure and/or job loss if they selected the Union to be their collective-bargaining representative; (2) threatened them with plant closure and/or job loss if the Union's campaign caused Respondent TFP to lose customers; and (3) threatened them that if employees selected the Union as their collective-bargaining representative it will be easier to terminate any employee because the supervisors will document any violation of company rules.

(b) October 2013, by (b) (6), (b) (7)(C) at the MacArthur Facility, interrogated a Respondent AMI employee concerning the employee's and other employees' Union activities and told the employee that employees' selection of the Union to be their collective-bargaining representative could affect the employee's job security.

(c) October 2013, by (b) (6), (b) (7)(C), interrogated Respondent AMI employees regarding their sympathies toward and support for the Union and regarding other employees' sympathies toward and support for the Union.

(d) October 30, 2013, by (b) (6), (b) (7)(C) at the Valpico Facility, interrogated a Respondent AMI employee concerning the employee's activities on behalf of the Union.

(e) Late October/early November 2013, by (b) (6), (b) (7)(C) at the MacArthur Facility, in the presence of Respondent AMI (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), threatened Respondent AMI employees with plant closure and/or loss of employment if employees selected

the Union to be their collective-bargaining representative and/or if the Union's campaign caused Respondent TFP to lose customers.

(f) November 2013, by (b) (6), (b) (7)(C), at the Valpico Facility, told Respondent TFP employees that their selection of the Union to be their collective bargaining representative would require Respondent AMI and Respondent SS employees working at the Facilities to become employees of Respondent TFP and subject them to possible loss of employment because of Respondent TFP's use of E-Verify.

(g) Early November 2013, by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), at the MacArthur Facility, told a Respondent AMI employee not to encourage other employees to support the Union.

(h) Mid-November 2013, by (b) (6), (b) (7)(C) at the MacArthur Facility, surveilled Respondent TFP, Respondent AMI, and Respondent SS employees' Union activities.

(i) November 2013, at the Facilities, gave \$20 Thanksgiving gift cards to Respondent AMI employees in order to discourage their support of the Union.

(j) December 2013, by (b) (6), (b) (7)(C), at the Valpico Facility, threatened Respondent TFP employees with plant closure and/or loss of employment if they selected the Union to be their collective-bargaining representative.

(k) December 2013, at the Facilities, began enforcing a previously-unenforced Respondent TFP rule banning the wearing of stickers on helmets and clothing by prohibiting Respondent AMI employees from wearing stickers with Union insignia in response to employees' activities on behalf of the Union.

(l) Mid-December 2013, at the MacArthur Facility, polled and/or interrogated Respondent AMI employees concerning their support of the Union by offering them pro-company T-shirts and asking them to attend an anti-Union rally.

(m) Mid-December 2013, by (b) (6), (b) (7)(C) at the MacArthur Facility, threatened Respondent AMI employees with plant closure and/or loss of employment if employees selected the Union to be their collective-bargaining representative.

(n) March 2014, by (b) (6), (b) (7)(C) at employee meetings held at the MacArthur Facility and the Valpico Facility, threatened Respondent AMI employees that their selection of the Union to be their collective-bargaining representative would result in plant closure, job loss, and/or loss of employment because of E-Verify.

(o) March 2014, by (b) (6), (b) (7)(C) at an employee meeting held at the Valpico Facility, threatened Respondent AMI employees that their selection of the Union to be their collective-bargaining representative would result in closure of the Facilities.

(p) June 12, 2014, by its Security Guards, at the MacArthur Facility, surveilled Respondent AMI employees' Union activities.

14.

(a) About (b) (6), (b) (7)(C) 2013, Respondent TFP/AMI terminated Respondent AMI employee (b) (6), (b) (7)(C).

(b) About (b) (6), (b) (7)(C) 2013, Respondent TFP/AMI terminated Respondent AMI employee (b) (6), (b) (7)(C).

(c) About (b) (6), (b) (7)(C) 2014, Respondent TFP/AMI terminated Respondent AMI employee (b) (6), (b) (7)(C).

(d) Respondent TFP/AMI engaged in the conduct described above in paragraphs 14(a), 14(b), and 14(c), because the employees named therein joined or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

Respondent TFP/SS, about:

(a) October, November, and December 2013, at the Facilities, distributed flyers to Respondent SS employees which (1) threatened them with plant closure and/or job loss if they selected the Union to be their collective-bargaining representative; (2) threatened them with plant closure and/or job loss if the Union's campaign caused Respondent TFP to lose customers; and (3) threatened them that if employees selected the Union as their collective-bargaining representative it will be easier to terminate any employee because the supervisors will document any violation of company rules.

(b) Late October/early November 2013, by (b) (6), (b) (7)(C), at the Valpico Facility, told a Respondent SS employee that another employee's Union activities would cause that other employee to lose (b) (6), (b) (7)(C) job.

(c) November 2013, by (b) (6), (b) (7)(C), at the Valpico Facility, condoned and ratified statements by Respondent SS (b) (6), (b) (7)(C) that Respondent SS employees could not demand anything because they were just temporary employees; that any Respondent SS employees who wanted to become Respondent TFP employees would have their immigration status checked; that Respondent SS did not want any Respondent SS employees to engage in any Union activities; and that if Respondent SS employees did not like their work situation they should quit and find employment elsewhere.

(d) November 2013, by (b) (6), (b) (7)(C), at the Valpico Facility, told Respondent TFP employees that their selection of the Union to be their collective-bargaining representative would require the Respondent AMI and Respondent SS employees working at the Facilities to become employees of Respondent TFP and subject them to possible loss of employment because of Respondent TFP's use of E-Verify.

(e) Mid-November 2013, by (b) (6), (b) (7)(C) at the MacArthur Facility, surveilled Respondent SS employees' Union activities.

(f) November 2013, at the Facilities, gave \$20 Thanksgiving gift cards to Respondent SS employees in order to discourage their support of the Union.

(g) December 2013, by (b) (6), (b) (7)(C), at the Valpico Facility, threatened Respondent TFP employees with plant closure and/or loss of employment if they selected the Union to be their collective-bargaining representative.

(h) December 2013, at the Facilities, began enforcing a previously-unenforced Respondent TFP rule banning the wearing of stickers on helmets and clothing against Respondent SS employees by prohibiting the wearing of stickers with Union insignia in response to employees' activities on behalf of the Union.

(i) Mid-December 2013, at the MacArthur Facility, polled and/or interrogated Respondent SS employees concerning their support of the Union by offering them pro-company T-shirts and asking them to attend an anti-Union rally.

(j) Mid-December 2013, by (b) (6), (b) (7)(C), at the MacArthur Facility, threatened Respondent SS employees with plant closure and/or loss of employment if employees selected the Union to be their collective-bargaining representative.

(k) Mid-December 2013, by (b) (6), (b) (7)(C), at the MacArthur Facility, threatened a Respondent TFP employee with plant closure and/or loss of employment if employees selected the Union to be their collective-bargaining representative.

(l) January 2014, by (b) (6), (b) (7)(C), at the MacArthur Facility, told a Respondent SS employee not to talk to another employee who was a known Union supporter because (b) (6) was trying to bring in a union.

(m) Late January 2014, by (b) (6), (b) (7)(C), at the MacArthur Facility, interrogated a Respondent SS employee concerning the employee's Union activities.

(n) February 2014, by (b) (6), (b) (7)(C) at the MacArthur Facility, told a Respondent SS employee that the employee was not being promoted to (b) (6), (b) (7)(C) position because of the employee's Union and/or protected concerted activities.

(o) March 2014, by (b) (6), (b) (7)(C) at employee meetings held at the MacArthur Facility and the Valpico Facility, threatened Respondent SS employees that their selection of the Union to be their collective-bargaining representative would result in plant closure, job loss, and/or loss of employment because of E-Verify.

(p) March 2014, by (b) (6), (b) (7)(C) at an employee meeting held at the Valpico Facility, threatened Respondent SS employees that their selection of the Union to be their collective-bargaining representative would result in closure of the Facilities.

(q) June 12, 2014, by its Security Guards, at the MacArthur Facility, surveilled Respondent SS employees' Union activities.

16.

(a) About (b) (6), (b) (7)(C) 2013, Respondent TFP/SS terminated Respondent SS employee (b) (6), (b) (7)(C).

(b) About (b) (6), (b) (7)(C) 2014, Respondent TFP/SS failed to promote Respondent SS employee (b) (6), (b) (7)(C) to the position of (b) (6), (b) (7)(C).

(c) About (b) (6), (b) (7)(C) 2014, Respondent TFP/SS suspended Respondent SS employee (b) (6), (b) (7)(C) for two days.

(d) Respondent TFP/SS engaged in the conduct described above in paragraphs 16(a), 16(b), and 16(c) because the employees named therein joined or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

17.

Respondent AMI, about:

(a) Late October/early November 2013, by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) in the presence of Respondent TFP (b) (6), (b) (7)(C) at the MacArthur Facility, threatened Respondent AMI employees with plant closure and/or loss of employment if employees selected the Union to be their collective-bargaining representative and/or if the Union's campaign caused Respondent TFP to lose customers.

(b) Late November 2013, by (b) (6), (b) (7)(C), at the McArthur Facility, interrogated a Respondent AMI employee regarding the employee's Union activities and sympathies and impliedly threatened that the employee might be left without a job if (b) (6), (b) (7)(C) supported the Union.

(c) Early March 2014, by (b) (6), (b) (7)(C), at the MacArthur Facility, interrogated a Respondent AMI employee concerning the employee's and other employees' support for the Union.

(d) Mid-May 2014, by (b) (6), (b) (7)(C), at the Valpico Facility, told a Respondent AMI employee to stop engaging in Union activities or there would be adverse consequences to the employees' relative who was also a Respondent AMI employee working at the Facilities.

18.

(a) About (b) (6), (b) (7)(C) 2013, Respondent AMI terminated its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) About (b) (6), (b) (7)(C) 2013, Respondent AMI terminated its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(c) About (b) (6), (b) (7)(C) 2014, Respondent AMI terminated its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(d) Respondent AMI engaged in the conduct described above in paragraphs 18(a), 18(b), and 18(c) because the employees named therein joined or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

19.

Respondent SS, about November 2013, by (b) (6), (b) (7)(C), at the Valpico Facility, in the presence of Respondent TFP (b) (6), (b) (7)(C) told Respondent SS employees that they could not demand anything because they were just temporary employees; that any Respondent SS employees who wanted to become Respondent TFP employees would have their immigration status checked; that Respondent SS did not want any Respondent SS employees to engage in any Union activities; and that if Respondent SS employees did not like their work situation they should quit and find employment elsewhere.

20.

(a) About (b) (6), (b) (7)(C) 2013, Respondent SS terminated its employee (b) (6), (b) (7)(C)

(b) On (b) (6), (b) (7)(C) 2014, Respondent SS suspended its employee (b) (6), (b) (7)(C) for two days.

(c) Respondent SS engaged in the conduct describe above in paragraphs 20(a) and 20(b) because the employees named therein joined or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

21.

(a) The following employees of Respondent TFP (the Respondent TFP Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time production, maintenance, quality control, sanitation, packaging, shipping and receiving employees and drivers employed at the Facilities; excluding managers, office clerical employees, guards, and supervisors as defined by the Act.

(b) About December 17, 2013, the Union, by letter, requested that Respondent TFP recognize it and bargain collectively with it as the exclusive collective-bargaining representative of the Unit.

(c) On February 19, 2014, the Union filed a petition in Case 32-RC-122794, seeking to represent the Respondent TFP Unit.

(d) About February 21, 2014, the Union submitted a “Request for Bargaining Order” to the undersigned seeking a *Gissel* bargaining order in Case 32-RC-122794 to remedy Respondent TFP’s, Respondent TFP/AMI’s, and Respondent TFP/SS’s conduct alleged in the charges described above in paragraphs 1(a) through 1(h).

(e) About May 8, 2014, the Union submitted a “Renewed Request for Bargaining Order” to the undersigned seeking a *Gissel* bargaining order in Case 32-RC-122794 to remedy Respondent TFP’s, Respondent TFP/AMI’s, and Respondent TFP/SS’s conduct alleged in the charges described above in paragraphs 1(a) through 1(p).

(f) Since at least July 2014, Respondent TFP has been on notice that the Union requested the undersigned to seek a remedial *Gissel* bargaining order and, on September 5, 2014, Respondent TFP submitted a position statement to the undersigned with respect to the appropriateness of a *Gissel* bargaining order to remedy Respondent TFP’s alleged unlawful conduct.

(g) On January 4, 2016, Respondent TFP, Respondent TFP/AMI, and Respondent TFP/SS were advised, in a letter, that the undersigned would seek a *Gissel* bargaining order to remedy the alleged unfair labor practices.

(h) Since about December 17, 2013, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Respondent TFP Unit.

22.

By the conduct described above in paragraph 11, Respondent TFP has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

23.

By the conduct described above in paragraph 12, Respondent TFP has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

24.

By the conduct described above in paragraph 13, Respondent TFP/AMI has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

25.

By the conduct described above in paragraph 14, Respondent TFP/AMI has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

26.

By the conduct described above in paragraph 15, Respondent TFP/SS has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

27.

By the conduct described above in paragraph 16, Respondent TFP/SS has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

28.

By the conduct described above in paragraph 17, Respondent AMI has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

29.

By the conduct described above in paragraph 18, Respondent AMI has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

30.

By the conduct described above in paragraph 19, Respondent SS has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

31.

By the conduct described above in paragraph 20, Respondent SS has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

32.

The unfair labor practices of Respondent TFP, Respondent TFP/AMI, Respondent TFP/SS, Respondent AMI and/or Respondent SS described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY SOUGHT

33.

WHEREFORE, as party of the remedy sought for the serious and substantial unfair labor practice conduct by Respondent TFP, as described above in paragraphs 11 and 12, and by Respondent TFP in its role as a joint employer with Respondent AMI and as a joint employer with Respondent SS, as described above in paragraphs 13 and 14 and paragraphs 15 and 16 respectively, the General Counsel urges that it be found that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair election. Therefore, on balance, the Respondent TFP Unit employees' sentiments regarding representation, having been expressed through authorization cards, would be protected better by issuance of a *Gissel* bargaining order against Respondent TFP.

34.

The allegations described above in paragraph 33 warrant the issuance of a *Gissel* bargaining order and are supported by, among other things:

(a) (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) are high ranking supervisors responsible for the discriminatory conduct described above in paragraphs 11, 12, 13, 14, 15, and 16;

(b) The conduct has not been retracted;

(c) There are approximately 422 employees in the Respondent TFP Unit described above in paragraph 21(a);

(d) The conduct described above in paragraphs 11(a) through 11(w), 12(a) and 12(b), 13(a) through 13(o), 14, and 15(a) through 15(p), and 16 impacted, directly and indirectly, approximately 422 Respondent TFP Unit employees in the Respondent TFP Unit;

(e) Respondent TFP Unit Employees learned or were likely to learn of the conduct described above in paragraphs 11(a) through 11(w), 12(a) and 12(b), 13(a) through 13(o), 14, and 15(a) through 15(p), and 16;

(f) The conduct above followed immediately on the heels of Respondent TFP's knowledge of the Union's campaign;

(g) Respondent TFP, Respondent TFP/AMI, and/or Respondent TFP/SS employees described above in paragraphs 12(a) and 12(b), 14, and 16 were leading organizers and/or supporters of the Union; and

(h) Respondent TFP has been on notice, since at least July 2014, that the Union seeks a *Gissel* bargaining order to remedy the conduct alleged above in paragraphs 11, 12, 13, 14, 15, and 16.

WHEREFORE, as a further part of the remedy for Respondent TFP's, Respondent TFP/AMI's, Respondent TFP/SS's, Respondent AMI's, and Respondent SS's unfair labor

practices alleged above in paragraphs 11 through 20, the General Counsel seeks an Order requiring Respondent TFP, Respondent TFP/AMI, Respondent TFP/SS, Respondent AMI, and Respondent SS to post notices in Spanish at their facilities in addition to English as the majority of the workforce has limited English proficiency and speaks Spanish.

As a further part of the remedy for the unfair labor practices alleged above in paragraphs 11 through 20, the General Counsel seeks an order requiring that at a meeting or meetings at the Facilities scheduled to ensure the widest possible attendance, Respondent TFP (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and/or (b) (6), (b) (7)(C) read the notice to employees of Respondent TFP, Respondent TFP/AMI, Respondent TFP/SS, Respondent AMI, and Respondent SS in English and in Spanish on worktime in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent TFP, Respondent TFP/AMI, Respondent TFP/SS, Respondent AMI, and Respondent SS promptly have a Board agent read the notice to employees during work time in the presence of Respondent TFP's, Respondent TFP/AMI's, Respondent TFP/SS's, Respondent AMI's, and Respondent SS's managers, supervisors, and agents identified above in paragraph 8.

As a further part of the remedy for Respondent TFP's, Respondent TFP/SS's, and Respondent SS's unfair labor practices described above in paragraphs 12(a), 16(c), and 20(b), the General Counsel seeks an order requiring that Respondent TFP make (b) (6), (b) (7)(C) whole for any losses suffered as a result of (b) (6), (b) (7)(C) suspension; that Respondent TFP and Respondent TFP/SS make (b) (6), (b) (7)(C) whole for any losses (b) (6), (b) (7)(C) suffered as a result of their failure to promote (b) (6), (b) (7)(C) to the position of (b) (6), (b) (7)(C); and that Respondent TFP/SS and Respondent SS make (b) (6), (b) (7)(C) whole for any losses (b) (6), (b) (7)(C) suffered as a result of (b) (6), (b) (7)(C) suspension.

As a further part of the remedy for the unfair labor practices described above in paragraphs 12(c), the General Counsel seeks an order requiring Respondent TFP to make whole (b) (6), (b) (7)(C) for all losses incurred as a result of (b) (6), (b) (7)(C) unlawful termination, including (1) making (b) (6), (b) (7)(C) whole for all search-for-work and work-related expenses or costs during any given quarter, or during the overall back pay period, and (2) making him whole for reasonable consequential damages incurred as a result of Respondent TFP's unlawful conduct.

As a further part of the remedy for the unfair labor practices described above in paragraphs 14(a), 14(b), 14(c), 18(a), 18(b), and 18(c), the General Counsel seeks an order making Respondent TFP, Respondent TFP/AMI, and Respondent AMI jointly and severally liable for making whole (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) for all losses as a result of Respondent TFP's, Respondent TFP/AMI's, and Respondent AMI's termination of them, including (1) making them whole for all search-for-work and work related expenses or costs during and given quarter, or during the overall back pay period, and (2) making them whole for reasonable consequential damages incurred as a result of Respondent TFP's, Respondent TFP/AMI's, and Respondent AMI's unlawful conduct.

As a further part of the remedy for the unfair labor practices described above in paragraphs 16(a) and 20(a), the General Counsel seeks an order making Respondent TFP/SS and Respondent SS jointly and severally liable for making (b) (6), (b) (7)(C) whole for all loses as a result of Respondent TFP/SS's and Respondent SS's termination of (b) (6), (b) (7)(C), including (1) making (b) (6), (b) (7)(C) whole for all search-for-work and work related expenses and costs during any given quarter, or during the overall back pay period, and (2) making (b) (6), (b) (7)(C) whole for reasonable consequential damages incurred as a result of Respondent TFP/SS's and Respondent SS's unlawful conduct.

ANSWER REQUIREMENT

Respondent TFP, Respondent TFP/AMI, Respondent TFP/SS, Respondent AMI, and Respondent SS is each notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, each must file an answer to the Consolidated Complaint's allegations pertaining to their respective selves. The answer must be **received by this office on or before February 16, 2016, or postmarked on or before February 15, 2016.** Respondent TFP, Respondent TFP/AMI, Respondent TFP/SS, Respondent AMI, and Respondent SS should each file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

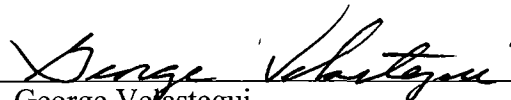
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer

containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Consolidated Complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on March 28, 2016, at 9:00 a.m. at 1301 Clay Street, Suite 300N, Oakland, California 94612-5224, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent TFP, Respondent TFP/AMI, Respondent TFP/SS, Respondent AMI, Respondent SS, and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED AT Oakland, California this 2nd day of February 2016.


George Velastegui
Regional Director
National Labor Relations Board
Region 32
1301 Clay Street, Suite 300N
Oakland, CA 94612-5224

Attachments

NATIONAL LABOR RELATIONS BOARD

NOTICE

Cases: 32-CA-116582
32-CA-116590
32-CA-116854
32-CA-117660
32-CA-118739
32-CA-120079
32-CA-122787
32-CA-123277
32-CA-123920
32-CA-126460
32-CA-126474
32-CA-126583
32-CA-129265
32-CA-131954
32-CA-142740
32-CA-144618
32-CA-147098

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C)

Taylor Farms Pacific, Inc.
1820 North MacArthur Drive
Tracy, CA 95376

(b) (6), (b) (7)(C)

Taylor Farms Pacific, Inc.
100 W. Valpico Road, Suite A
Tracy, CA 95376

(b) (6), (b) (7)(C)

Abel Mendoza, Inc.
24711 S. Chrisman Rd
Tracy, CA 95304

(b) (6), (b) (7)(C)

Slingshot Connections, LLC
4340 Stevens Creek Blvd., Suite 288
San Jose, CA 95129

Kim Keller
Teamsters Local 601
745 E. Miner Avenue
Stockton, CA 95202-2609

Christopher Hammer
Beeson Tayer & Bodine
520 Capitol Mall, Suite 300
Sacramento, CA 95814

Christopher J. Martin
Law Office of Christopher J. Martin
400 Hamilton Avenue, 4th Floor
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Fresno, CA 93711

Hope Case
Sacks, Ricketts & Case, LLP
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Palo Alto, CA 94303

Robert Bonsall
Beeson, Tayer & Bodine
520 Capitol Mall, Suite 300
Sacramento, CA 95814

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered.

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 32**

**TAYLOR FARMS PACIFIC, INC.,
ABEL MENDOZA, INC.,
SLINGSHOT CONNECTIONS, LLC,
TAYLOR FARMS PACIFIC, INC. AND ABEL
MENDOZA, INC., A JOINT EMPLOYER,
TAYLOR FARMS PACIFIC, INC. AND
SLINGSHOT CONNECTIONS, LLC, A JOINT
EMPLOYER**

and

**CANNERY, WAREHOUSEMEN, FOOD
PROCESSORS, DRIVERS AND HELPERS,
LOCAL UNION NO. 601, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

and

TAYLOR FARMS PACIFIC, INC.

Employer

and

**CANNERY, WAREHOUSEMEN, FOOD
PROCESSORS, DRIVERS AND HELPERS,
LOCAL UNION NO. 601, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

Petitioner

**Cases: 32-CA-116582
32-CA-116590
32-CA-116854
32-CA-117660
32-CA-118739
32-CA-120079
32-CA-122787
32-CA-123277
32-CA-123920
32-CA-126460
32-CA-126474
32-CA-126583
32-CA-129265
32-CA-131954
32-CA-142740
32-CA-144618
32-CA-147098**

32-RC-122794

**AMENDMENTS TO CONSOLIDATED
COMPLAINT**

Pursuant to Section 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board), the Consolidated Complaint issued on February 2, 2016, is hereby amended as follows:

1. Amend existing paragraph 8(a) to delete (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).”
2. Amend existing paragraph 8(a) to add (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C).”
3. Add the following new paragraph 8(b):

“At all material times, AMI employee (b) (6), (b) (7)(C) has held the position of (b) (6), (b) (7)(C) and has been an agent of Respondent TFP within the meaning of Section 2(13) of the Act.”
4. Replace existing paragraph 8(b) with the following new paragraph 8(c):

“At all material times, the individuals named above in paragraphs 8(a) and 8(b) have been supervisors of Respondent TFP/AMI within the meaning of Section 2(11) of the Act and/or agents of Respondent TFP/AMI within the meaning of Section 2(13) of the Act.”
5. Replace existing paragraph 8(c) with the following new paragraph 8(d):

“At all material times, the individuals named above in paragraphs 8(a) and 8(b) have been supervisors of Respondent TFP/SS within the meaning of Section 2(11) of the Act and/or agents of Respondent TFP/SS within the meaning of Section 2(13) of the Act.”
6. Replace the word “threatened” in paragraph 11(a)(3) with the word “threatened.”
7. Replace “Respondent AMI employee” in paragraph 11(f) with “Respondent TFP employee.”
8. Replace existing paragraph 11(l) with the following new paragraph 11(l):

“Mid-November 2013, by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), at the MacArthur Facility, surveilled Respondent TFP, Respondent AMI, and Respondent SS employees’ Union activities.”

9. Replace existing paragraph 11(w) with the following new paragraph 11(w):

“March 2014, by (b) (6), (b) (7)(C), at employee meetings held at the MacArthur Facility and the Valpico Facility, threatened Respondent TFP, Respondent AMI, and Respondent SS employees that their selection of the Union to be their collective-bargaining representative would result in closure of the Facilities.”

10. Delete existing paragraph 13(b) and re-letter all subsequent subparagraphs in paragraph 13 accordingly.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must each file an answer to the Amendments to Consolidated Complaint. The answer must be **received by this office on or before April 14, 2016, or postmarked on or before April 13, 2016.** Respondents should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf

document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Amendments to Consolidated Complaint are true.

DATED AT Oakland, California this 31th day of March 2016.

/s/ George Velastegui

George Velastegui
Regional Director
National Labor Relations Board
Region 32
1301 Clay Street, Room 300N
Oakland, CA 94612-5224

NATIONAL LABOR RELATIONS BOARD

NOTICE

**** UPDATED ****

Cases: 32-CA-116582
32-CA-116590
32-CA-116854
32-CA-117660
32-CA-118739
32-CA-120079
32-CA-122787
32-CA-123277
32-CA-123920
32-CA-126460
32-CA-126474
32-CA-126583
32-CA-129265
32-CA-131954
32-CA-142740
32-CA-144618
32-CA-147098

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C)

Taylor Farms Pacific, Inc.
1820 North MacArthur Drive
Tracy, CA 95376

(b) (6), (b) (7)(C)

Taylor Farms Pacific, Inc.
100 W. Valpico Road, Suite A
Tracy, CA 95376

(b) (6), (b) (7)(C)

Abel Mendoza, Inc.
24711 S. Chrisman Rd
Tracy, CA 95304

(b) (6), (b) (7)(C)

Slingshot Connections, LLC
4340 Stevens Creek Blvd., Suite 288
San Jose, CA 95129

Kim Keller
Teamsters Local 601
745 E. Miner Avenue
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Beeson, Tayer & Bodine
520 Capitol Mall, Suite 300
Sacramento, CA 95814

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 32**

**TAYLOR FARMS PACIFIC, INC.,
ABEL MENDOZA, INC.,
SLINGSHOT CONNECTIONS, LLC,
TAYLOR FARMS PACIFIC, INC. AND ABEL
MENDOZA, INC., A JOINT EMPLOYER,
TAYLOR FARMS PACIFIC, INC. AND
SLINGSHOT CONNECTIONS, LLC, A JOINT
EMPLOYER**

and

**CANNERY, WAREHOUSEMEN, FOOD
PROCESSORS, DRIVERS AND HELPERS,
LOCAL UNION NO. 601, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

and

**TAYLOR FARMS PACIFIC, INC.
Employer**

and

**CANNERY, WAREHOUSEMEN, FOOD
PROCESSORS, DRIVERS AND HELPERS,
LOCAL UNION NO. 601, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
Petitioner**

**Cases: 32-CA-116582
32-CA-116590
32-CA-116854
32-CA-117660
32-CA-118739
32-CA-120079
32-CA-122787
32-CA-123277
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32-CA-126474
32-CA-126583
32-CA-129265
32-CA-131954
32-CA-142740
32-CA-144618
32-CA-147098**

32-RC-122794

**ORDER APPROVING WITHDRAWAL REQUESTS,
DISMISSING CONSOLIDATED COMPLAINT, AND
WITHDRAWING NOTICE OF HEARING**

An Order Consolidating Cases, Consolidated Complaint and Notice of Hearing and an
Order Directing Hearing and Notice of Hearing on Challenged Ballots and Objections and Order

Consolidating Cases issued in the above-captioned matters on February 2, 2016.¹ Thereafter, a Revised Order Directing Hearing and Notice of Hearing on Challenged Ballots and Objections and Order Consolidating Cases issued on February 8; an Order Rescheduling Hearing issued on February 11; an Order Postponing Hearing Pending Settlement issued on April 18; and an Order Rescheduling Hearing issued on April 29.

On May 11, pursuant to the parties' non-Board settlement of the issues involved in the above-referenced cases, Cannery, Warehousemen, Food Processors, Drivers and Helpers, Local Union No. 601, International Brotherhood of Teamsters (the Union), the charging party in the above unfair labor practice cases and the Petitioner in the above representation case, requested withdrawal of its charges and petition.² In such circumstances, **IT IS ORDERED** that the Union's request to withdraw the unfair labor practice charges in Cases 32-CA-116582, 32-CA-116590, 32-CA-116854, 32-CA-117660, 32-CA-118739, 32-CA-120079, 32-CA-122787, 32-CA-123277, 32-CA-123920, 32-CA-126460, 32-CA-126474, 32-CA-126583, 32-CA-129265, 32-CA-131954, 32-CA-142740, 32-CA-144618 and 32-CA-147098 is approved.

IT IS FURTHER ORDERED that the Consolidated Complaint is dismissed and the Notice of Hearing is withdrawn.

¹ All dates hereafter are 2016.

² As part of the parties' non-Board adjustment, the Union also requested withdrawal of additional unfair labor practice charges that it filed in Cases 32-CA-174216 and 32-CA-175831 and of the representation case petitions that it filed in Cases 32-RC-122867 and 32-RC-122799 involving Abel Mendoza, Inc. and SlingShot Connections, LLC respectively; those withdrawal requests are being processed separately.

IT IS FURTHER ORDERED that the Union's request to withdraw the petition in Case 32-RC-122794 is approved.³

DATED AT Oakland, California this 18th day of May 2016.

/s/ George Velastegui

George Velastegui
Regional Director
National Labor Relations Board
Region 32
1301 Clay Street, Suite 300N
Oakland, CA 94612-5224

³ Pursuant to National Labor Relations Board Casehandling Manual Part Two Representation Proceedings, Section 11116.2, approval of the Union's withdrawal request in Case 32-RC-122794 is with prejudice and any petition filed before June 16, 2016 that encompasses the same or substantially the same unit of employees involved in that matter will not be entertained unless good cause is shown.